Registered No. M.—1175.

The Mysore Gazette.

Vol. 64.] PUBLISHED BY AUTHORITY. [No. 50.

BANGALORE, THURSDAY, DECEMBER 19, 1929.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Resale Notification dated 14th December 1929.

It is hereby notified for general information that the exclusive right of collecting Tangadi and Kakke barks on all Government unoccupied lands and State Forests from the date of confirmation of sale to 30th June 1931, in the undermentioned taluks, will be resold by public auction by the Deputy Commissioner, Mysore District, assisted by the District Forest Officer, Mysore District, at the risk of the original purchaser, as he has failed to pay up the first khist of the Tangadi lease for 1929-31 due on the 1st November 1929 :—

Taluk	Date of sale	Place
(1) Heggaddevankote	15th January 1930, at 2 P.M.	District Forest Office, Mysore.
(2) Hunsur		
(3) Nanjangud		
(4) Chamrajnagar		

For further particulars, please see pages 352 to 354, Part VI of the *Mysore Gazette* dated the 5th May 1927.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

SALE OF TIMBER.

Notification, dated 13th December 1929.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Hassan Division, or any other Gazetted Officer deputed by him for the purpose (from 2 P.M. to 5 P.M.) on the date noted against it :—

Serial No.	Name of depot	Description of timber	Quantity	Date and place of sale	Remarks
			C.ft.		
1	Hassan ...	(1) Surahonne Sawn rafters.	200	30th December 1929, Hassan Sandal Koti.	More or less.
		(2) Hole Nandi „ ...	200		
		(3) Surahonne planks ...	100 S.ft.		

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay per 25 cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 8 days after the date of the notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 25 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Resale Notification, dated 13th December 1929.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from the date of confirmation of the sale to 30th June 1931 in the undermentioned Taluk will be sold talukwar, hobliwar, firkawar, or in smaller units, as the case may be, by public auction in the Court Hall of the Deputy Commissioner's Office at Hassan on Thursday the 2nd January 1930, by the Deputy Commissioner, Hassan District, or any Assistant Commissioner, who may be deputed by him with the help of the District Forest Officer, Hassan District.

The sales of the taluk, will be held at the risk of the original purchaser.

Taluk comprised.

Hassan District ... ... Hassan.

Remarks.—Includes produce on all Government unoccupied Lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 1 P.M. and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-half of the total sale amount including the deposit already made together with the local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—1. The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in two equal instalments at intervals of four months as follows:—

1st instalment on or before 1st March 1930.
2nd do on the 1st July 1930 or the next working day if 1st July 1930, is a General Holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks, collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils sould be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-8, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931 shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

MAHOMED PIR,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Abstract Notification, dated 25th *November* 1929.

The attention of the public is invited to the detailed tender notification dated 25th November 1929, published on pages 1398 and 1399 Part VI of the *Mysore Gazette*, dated 5th December 1929, regarding the sale of small bamboos of Lakvalli and Tyagadabagi State Forests for the year 1929-30.

Abstract Notification, dated 23rd *November* 1929.

The attention of the public is invited to the detailed notification dated 23rd November 1929, published on pages 1396 to 1398, Part VI of the *Mysore Gazette*, dated 5th December 1929, regarding the tender sale of the exclusive right of collecting Tangadi and Kakke barks of Narasimharajapura Sub-Taluk of the Division for the years 1929-31.

Abstract Notification, dated the 29*th November* 1929.

Attention of the public is invited to the detailed notification published in pages 1439-1440 Part VI of the *Mysore Gazette*, dated 12th December 1929 calling for tenders up to 4 P.M. on the 23rd December 1929 for supply of rations to elephants in the Bhadravati Division from 1st January 1930 to 31st December 1930.

Abstract Notification, dated 5th December 1929.

The attention of the public is invited to the detailed Notification dated the 5th December 1929, regarding the sale of the right of collection and removal of big and small bamboos of the Forests of Umblebyle Range of the Bhadravati Division, for the Calender year 1930, published on pages 1455 to 1456, Part VI of the *Mysore Gazette*, dated 12 December 1929,

C. H. EAGLES,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification, dated 4th December 1929.

The attention of the public is invited to the sale notification of the standing timber in the several State Forests of this Division, published in pages 457—1458 Part VI of the *Mysore Gazette*, dated 12th December 1929.

S. VENKATAVARADIENGAR,
District Forest Officer